

TOWN OF WESTFORD, MASSACHUSETTS

REQUEST FOR BIDS

FOR

**BITUMINOUS CONCRETE EXCAVATION
BY COLD PLANER**

Contract 2016-HWY-007



**Advertisement Date:
March 23, 2016**

**HIGHWAY DEPARTMENT
28 NORTH STREET
WESTFORD, MASSACHUSETTS 01886
978-692-5520**



TOWN OF WESTFORD Highway Department

RICHARD J. BARRETT, JR.
HIGHWAY SUPERINTENDENT

2016 HIGHWAY DEPARTMENT MATERIALS/SERVICES

2016-HWY-007 BID ITEM

BITUMINOUS CONCRETE EXCAVATION BY COLD PLANER

INVITATION TO BID

Town of Westford through the Town Manager's Office, hereinafter called the "Awarding Authority," or "Town" is requesting sealed bids for: Bituminous Concrete Excavation by Cold Planer work to be performed as necessary under the direction of the Awarding Authority personnel at selected sites throughout the Town of Westford.

Bids will be received by the Town Manager's Office, Town Hall Building, 55 Main Street, Westford, Massachusetts 01886, on or before **Wednesday, April 6, 2016 at 11:00 AM**, at which time they will be publicly opened and read aloud.

Each bid shall be submitted in a SEALED ENVELOPE MARKED "**TOWN OF WESTFORD HIGHWAY DEPARTMENT 2016-HWY-007 BID ITEM-BITUMINOUS CONCRETE EXCAVATION BY COLD PLANER**". Bidder must use specifications. The sealed bid must include all completed forms provided in the enclosed Bid Form in order to be considered a responsive bid. These forms include: Unit Price Bid Sheet, Statement of Tax Compliance/Non-Collusion, Certificate of Vote, Contractor Certification, OSHA Compliance and References. Awarded bidder will be required to sign the Town's standard contract (sample contract attached as Appendix A).

All bids must be accompanied by a Bid deposit in the amount of 5% of the total bid. This may be cash, certified check or bid bond, payable to the Town of Westford.

Bid specifications may be obtained at the Town Manager's Office, Town Hall Building, 55 Main Street, Westford, MA 01886 or electronically at: www.westfordma.gov/bidlist.

GENERAL PROVISIONS

All proposals are subject to Commonwealth of Massachusetts Department of Labor and Industry Rates, EEOC Regulations, OSHA regulations, and MGL Chapter 30B, Chapter 30 39M, and Chapter 149, Section 44A, where applicable. State Prevailing Wage Rates are attached in Appendix B. MBE and WBE contractors are encouraged to bid.

Quantities shown on bid sheets are approximate only and will be used for comparison of bids and to set amount of bid deposit. All bids shall be held firm from the award date for one full calendar year and may be extended for one or two additional years at the option of the Town of Westford.

At a minimum, all work shall be performed in compliance with MassDOT Standard Specifications for Highways and Bridges latest edition.

The Awarding Authority is exempt from sales and federal excise taxes to the extent permitted under law, proponents should not include such taxes in figuring or in reference to any bid.

INSURANCE

The following types of insurance shall be provided by the successful bidder, hereinafter referred to as the Contractor:

- A. General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Town should be named as an "Additional Insured".
- B. Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- C. Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Town should be named as an "Additional Insured".
- D. Workers' Compensation Insurance as required by law.
- E. Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- F. Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Town should be named as an Additional Insured.

The Contractor shall indemnify and save harmless the Town, all of its officers, agents and employees from all suits, actions or claims of any character.

All policies shall be so written that the Owner is co-insured with the Contractor for the full amounts stated above. Also, policies shall be so written that the Owner will be notified in writing of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendments.

PAYMENT BOND

A payment bond equal to 50% of the contract or equivalent will be required from the successful bidder.

REFERENCES

The Contractor must submit with his bid proposal a list of three (3) municipal jobs, which he has successfully completed, giving the name and the address of these projects so they can be investigated prior to the award of the contract.

RULE FOR AWARD

It is the intention of the Awarding Authority to award each individual bid item included in the Bid Sheets separately. A contract shall only be awarded to the responsive and responsible Contractor with the lowest unit bid price for the corresponding individual bid item solicited. The Awarding Authority reserves the right to waive any informality and in addition to reject any and all bids if deemed to be in the best interest of the Town to do so. Also, the Awarding Authority reserves the right to reject any Bid if it determines that such Bid does not represent the bid of a person competent to perform the Work as specified.

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BY COLD PLANER**

Includes the following:

**Unit Price Bid Sheet
Statement of Tax Compliance/Non-Collusion
Certificate of Vote
Contractor Certification
OSHA Compliance
References**

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UNIT PRICE BID SHEET

	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT PRICE	TOTAL PRICE
1.	Bid price to include removal and disposal of planed material and sweeping of the planed surface	10,000 Sq. Yards	\$_____/sq. yd.	\$_____
2.	Bid price not including removal and disposal of planed material	10,000 Sq. Yards	\$_____/sq. yd.	\$_____

****NO MINIMUM AMOUNT FOR WORK IS GUARANTEED****

Estimated Quantities for Bid Purposes Only

Bidder acknowledges receipt of the following addenda:

No. _____

Dated: _____

All bids shall be held firm from the award date for one full calendar year and may be extended for one or two additional years at the option of the Town of Westford.

All entries shall be made clearly in ink or typewritten.

The unit prices shall include all labor, materials, installation, overhead, profit, insurance, etc., to cover the complete type of work/service called for.

The Contractor understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts.

The Contractor understands that the OWNER reserves the right to reject any or all bids and to waive any informality in the bidding.

The Contractor agrees that this Bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of Bids.

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The undersigned hereby certifies that he/she is familiar with all conditions surrounding the proposed work and hereby proposes to furnish all labor materials, supplies and installation, and to perform the work in accordance with the documents, and at the unit prices stated. The undersigned also certifies that he will comply fully with all applicable laws and regulations.

COMPANY NAME _____

ADDRESS _____

PHONE # _____ **EMERGENCY #** _____ **FAX #** _____

AUTHORIZED SIGNATURE _____

PRINT NAME AND TITLE _____

DATE _____

FEDERAL TAX ID# _____

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STATEMENT OF TAX COMPLIANCE/NON-COLLUSION

As required under Chapter 233 and 701 of the Massachusetts Acts and Resolves of 1993, all bidders certify to the following, by signing this page in the space indicated below:

1. The undersigned certifies under the penalties of perjury that his bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word person shall mean any natural business or legal entity.
2. Pursuant to M.G.L. C62C S49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Social Security Number or Federal Tax Identification Number of

Bidder: _____

Date: _____

Name of Company: _____

Business Address: _____

Authorized Signature: _____

Title: _____

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CERTIFICATE OF VOTE

I, _____, Clerk of
_____, hereby certify that at a meeting of the
Board of Directors of said Corporation duly held on _____, 20____, at which a
quorum was present (date must be earlier than contract)

and voting throughout, the following vote was duly passed and is now in full force and effect:

“VOTED: That _____

(Name of Officer Authorized to Sign for Corporation)

be and hereby is authorized, directed and empowered for, in the name and on behalf of this
Corporation to sign, seal with corporate seal, execute, acknowledge and deliver all contracts,
bonds, and other obligations of this Corporation, the execution of any such contract, bond or
obligation by such _____

(Name of Officer)

to be valid and binding upon this Corporation for all purposes, and that a certificate of the
Clerk of this Corporation setting forth this vote shall be delivered to the Town of Westford;
and that this vote shall remain in full force and effect unless and until the same has been
altered, amended or revoked by a subsequent vote of such directors and certificate of such
later vote attested by the Clerk of this Corporation is delivered to the Town of Westford.”

I further certify that _____, is the duly

(Name of Officer)

elected _____ of said Corporation.

(Title)

Signed: _____

(Clerk-Secretary)

Place of Business: _____

Date of Contract: _____

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign
the contract or other instrument for the Corporation this certificate must be countersigned
by another officer of the Corporation.

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INSTRUCTIONS:

Executive Order 481 applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2007 require that contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

CONTRACTOR CERTIFICATION:

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div>Contractor Authorizing Signature</div>	Date: <hr style="border: none; border-top: 1px solid black;"/>
<hr style="border: none; border-top: 1px solid black; margin-top: 20px;"/> <div>Print Name</div>	
Title: <hr style="border: none; border-top: 1px solid black;"/>	Telephone: <hr style="border: none; border-top: 1px solid black;"/>
Fax: <hr style="border: none; border-top: 1px solid black;"/>	Email: <hr style="border: none; border-top: 1px solid black;"/>

The Contractor is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with an Executive Branch Department. A copy of this signed Certification must be attached to the "record copy" of all contracts with this Contractor that are filed with the contracting Department.

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OSHA Compliance

The undersigned certifies under pains and penalties of perjury that all work pertaining to this bid is in compliance with M.G.L. c.30. sec. 39S as further described below;

Section 39S. (a) As used in this section the word "person" shall mean any natural person, joint venture, partnership corporation or other business or legal entity. Any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, alteration, remodeling or repair of any public work by the Commonwealth, or political subdivision thereof, or by any county, city, town, district, or housing authority, and estimated by the awarding authority to cost more than \$10,000, and any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, estimated to cost more than \$10,000, shall certify on the bid, or contract, under penalties of perjury, as follows:

(1) that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

(b) Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

(c) The attorney general, or his designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts in all cases where, after investigation of the facts, he has made a finding that the award or performance has resulted in violation, directly or indirectly, of subsection (b), and he shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding.

(Signature of individual responsible)

(Name of Business)

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REFERENCES

Contact Name	Contact Address	Contact Telephone #	Municipal Project (w/ Date Completed)

SPECIFICATIONS

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SPECIFICATIONS
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All work shall be in conformance with the MassDOT STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES LATEST EDITION, THE SUPPLEMENTAL SPECIFICATIONS DATED DECEMBER 11, 2002, 1992 AASHTO SPECIFICATIONS FOR HIGHWAYS AND BRIDGES WITH INTERIMS THROUGH 1994, MHD BRIDGE MANUAL PART I AND PART II, BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE (ACI 318-89) OR LATER, THE 1977 CONSTRUCTION STANDARDS, THE 2003 EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

All workmanship shall be of the highest quality. Any workmanship determined to be below the high standards of the particular craft involved will not be accepted, and will be corrected and/or replaced as required by the Highway Superintendent.

The work to be done consists of excavating bituminous concrete pavement by means of Cold Planer in designated areas.

Work performed shall conform to the applicable sections of the 1988 MassDOT Specifications and Standards Section 120.66.

The work includes cold planing 1 1/2 to 2 inches off the entire surface area of the job or along the street gutters or as established by the Highway Superintendent or his designee.

The milled material including that removed by other means shall be immediately removed from the roadway surface. The milled material shall become property of the Contractor disposed and/or recycled. When working adjacent to traffic, the Contractor shall immediately remove material that is spilled on the traveled way. The contractor shall be responsible for all clean-up work along gutters, around castings and the entire roadway.

Where proposed paving is to be started or ended at the project limits, a cut shall be made to a depth of 1 1/2 to 2 inches. The end station cut shall be dressed to a clean vertical edge. All loosened material shall be promptly removed prior to returning traffic to the excavated surface.

The cold planer shall be at least 72" wide and capable of planing both bituminous pavements and cement concrete patches if the latter are found in bituminous pavements.

The cold planer must be equipped with an elevating device capable of loading planed material directly into dump trucks while operative and with all necessary safety devices such as flashing lights and back-up signals so as to operate in traffic with complete safety.

Dust control equipment on the cold planer must comply with EPA air quality standards. Cold planer mounted on pneumatic tires will not be employed except for trimming and clean up operations.

APPENDIX A

**TOWN OF WESTFORD
SAMPLE STANDARD CONTRACT**

**SAMPLE
STANDARD GENERAL CONTRACT
FOR GOODS**

Agreement effective the _____ day of _____, 20____ by and between the Town of Westford, 55 Main Street, Westford, MA 01886, a duly existing municipal corporation in the Commonwealth of Massachusetts, through its duly elected Board of Selectmen or its Town Manager as signed below, with no personal liability to themselves hereinafter referred to as the "Town" and (name & address) _____

hereinafter referred to as the "Contractor".

RECITALS

WHEREAS the Contractor will furnish the Town with goods and;

WHEREAS the Town desires to obtain such from Contractor in a timely manner and;

WHEREAS it was one of the conditions of the award of this contract that a formal agreement should be executed, by the Contractor and Town, evidencing the terms of the award.

NOW THEREFORE in consideration of the mutual covenants contained the parties agree as follows:

ARTICLE I: Contractor shall furnish Town with: _____

subject to and in compliance with all conditions, covenants, stipulations, terms and provisions contained in the specifications, instructions to bidders and related documents, which if attached hereto are shown as lettered Exhibit(s) _____ and which are incorporated herein by reference, for the sum equal to the aggregate purchase price of that described above to be furnished by Contractor at the prices and rates specified in the proposal, which if also attached hereto is shown as Exhibit _____ and which is incorporated herein by reference.

ARTICLE II: Contractor shall commence the performance of this contract within _____ days of receiving written notice to proceed and shall have completed the work on or before _____ days after notice was received.

ARTICLE III: Contractor covenants and agrees to faithfully perform all of its obligations under this agreement and the incorporated documents hereto. Said performance shall be in a professional and workmanlike manner and in accordance with the standard of care and conduct that is generally acceptable in the business or profession.

ARTICLE IV: In addition to any other warranties or guarantees in any documents incorporated herein by reference, Contractor warrants that what is being provided, described above in Article I, as the subject matter of this contract, is fit for the use or purpose intended. Contractor further certifies the suitability, professionalism and capability of all individuals employed to furnish any services specified in Article I above.

ARTICLE V: The contractor shall purchase and maintain such insurance as will protect it and the Town from claims which arise out of or result from the Contractor's operations under the contract, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by any of them. The insurance required shall be with a company authorized to do business in the Commonwealth of Massachusetts and satisfactory to the Town, and shall be written for limits of the liability satisfactory to the Town, and shall include insurance in the following amounts:

LIABILITY - Limits to be Determined

UMBRELLA - Limits to be Determined

WORKER'S COMPENSATION - per statutory requirements

AUTO LIABILITY - Limits to be Determined

Certificates of Insurance acceptable to the Town, naming the Town as an additional insurer, shall be submitted to the Town simultaneously with the execution of the Contract.

ARTICLE VI: The Town has waived the cost of the building permits if required for this project. All permits must still be obtained by the appropriate Contractors as normally required.

ARTICLE VII: This project is Tax Exempt. The tax exemption number will be furnished to the General Contractor by the Owner after award of the contract.

ARTICLE VIII: Termination/Right to Stop Work. The Town may terminate this contract if (a) any material misrepresentation is made by the contractor; (b) any failure by the Contractor to perform any of its obligations under this contract, including but not limited to, the following: (i) failure to commence performance of this contract at time specified due to a reason or circumstance within the Contractor's reasonable control; (ii) failure to perform this contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this contract within the specified time due to a reason or circumstance within the Contractor's reasonable control; (iii) failure to perform this contract in a manner reasonably satisfactory to the Town; (iv) failure to promptly re-perform, within reasonable time, the services that were rejected by the Town as erroneous or unsatisfactory; (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control; (vi) failure to comply with a material term of this contract; and, (vii) any other acts specifically and expressly stated in this contract as constituting a basis for termination of this contract.

The Town may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such a period of time as it may determine to be appropriate for the convenience of the Town. The Town may terminate this Contract at any time, with or without cause, upon thirty (30) days written notice to the other party, sent by certified mail, to the usual place of business of the other party.

ARTICLE IX: Damages - From any sums due to the Contractor for performance of this contract, the Town may keep for its own the whole or any part of the amount for expenses, losses and damages incurred by the Town as a consequence of the need to hire a third party to perform the work required by this contract, including the cost of labor and equipment as a result of any event of default, failure, omission or mistake of the Contractor in performing the work as provided in this Contract.

It is further agreed by the Contractor that, in the event the Town is sued in a court of law or equity, or demand is made upon the Town for payment of any damages arising out of any errors or omissions on behalf of the Contractor, or the Contractor's performance or non-performance of this Contract, then the Contractor, without reservation, shall indemnify and hold harmless the Town against any and all claims arising out of the Contractor's performance or non-performance of the Agreement.

ARTICLE X: Confidentiality: The Contractor shall treat as confidential any personal or confidential information obtained from the Town during the negotiation of, or pursuant to, this Agreement and shall not divulge such information to any person (except to such Contractor's own employees or consultants who need to know the same) without the Town's prior written consent provided that this clause shall not extend to information which is already public or becomes so at a future date (otherwise than as a result of a breach of this clause) . The Contractor shall ensure that its employees and consultants are aware of and comply with this clause.

ARTICLE XI: Governing Ordinances and Laws - This contract is made subject to all the laws of the Commonwealth and the By-laws of the Town and if any such clause thereof does not conform to such Laws or Bylaws, such clause shall be void (the remainder of this Contract shall not be affected) and such Laws or By-laws shall be operative in lieu thereof.

ARTICLE XII: Equal Opportunity: The Contractor, in the performance of all work under this contract, will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The Town may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XIII. Assignability: The Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the Town.

ARTICLE XIV. Notice: Any notice to be given by either party to the other shall be deemed duly given if mailed, via certified mail, return receipt requested, as follows:

In the case of the Town to:

Jodi Ross, Town Manager, 55 Main Street, Westford, MA 01886

In the case of the Contractor to:

ARTICLE XV. Amendments: This contract represents the entire agreement between the parties and the terms of this contract may not be altered or amended except by writing by the parties with the same formalities as this agreement.

ARTICLE XVI. Severability: If any provision of this Agreement or any portion of such provision shall be held invalid or illegal, then the remainder of this Agreement or the remainder of such provision shall not be affected thereby.

ARTICLE XVII. Interpretation of Specifications and Contract Requirements: A decision of interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work by the Contractor, shall be made promptly and, in any event, no later than thirty days after the written submission for decision by the Town, but if such decision requires extended investigation and study, the Town shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

ARTICLE XVIII. Indemnification: The Contractor hereby assumes the entire responsibility and liability for any and all injuries to, or death of, all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from, or arising out of, any act, omission or neglect on the part of the Contractor or anyone directly or indirectly employed by the Contractor.

ARTICLE XIX: The Town agrees to faithfully pay the Contractor, when due and payable, and under the terms of all such incorporated documents and instruments to this agreement, all such contracted sums.

ARTICLE XX: COMPLIANCE – M.G.L. Chapter 62C, §49A

Prior to the issuance of the Contract, _____ shall attest under the penalties of perjury that it is in compliance with all the laws of the Commonwealth of Massachusetts relating to taxes. This statement is required in accordance with Massachusetts General Law c.62C, Section 49A.

Pursuant to M.G.L. c.62C, § 49A, I certify under the penalties of perjury that I, to the best of my best knowledge and belief, have filed all state tax returns and paid all state taxes, reported all employees and contractors, and withheld and remitted child support, as required by law.

(NAME OF COMPANY)

Social Security Number or Federal
Identification Number

By _____
Corporation Officer or Authorized

IN WITNESS WHEREOF, the parties hereto have set their hand and seals to this Agreement on the _____ day of _____, 20____.

Availability of Funds:

Town Accountant

Town of Westford by its
Board of Selectmen or Town Administrator
Date if Board vote (if any) _____

Contractor:

Signature

Print

Title

Corporate Seal

APPENDIX B
STATE PREVAILING WAGE RATES